

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL SERVICES
Print and Mail –
Real Estate Tax Statements
Bid No. 19-182**

**Peregrine Services Inc.
21451 W 121
Olathe, KS 66061
913-972-2734**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Peregrine Services Inc., 21451 W 121, Olathe, KS 66061**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing: **Print and Mail – Real Estate Tax Statements, Bid No. 19-182**
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal.

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$173,760.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year term.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response (Includes Addendum No. 2)
 3. Addendums No. 1, 3 & 4
 4. 2018 Count of Tax Statements
 4. Special Provisions
 5. Specifications
 6. Statement Examples 1 - 2
 7. Instructions to Bidders
 8. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Print and Mail –
Real Estate Tax Statements
Bid No. 19-182
Lancaster County
Peregrine Services Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Wallace Hardy Seal
Secretary

Peregrine Services Inc
Name of Corporation

504 N. 17th St
Address

By: Tom Stuth
Duly Authorized Official

Vice President of Sales
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
Print and Mail –
Real Estate Tax Statements
Bid No. 19-182
Lancaster County
Peregrine Services Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	19-182 Addendum 4	Department		Department
Title	Print and Mail - Real Estate Tax Statements	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	6/19/2019 08:10 AM (CT)	Telephone	1 (402) 441-8309	Telephone
Close Date	7/12/2019 12:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company	Peregrine Services Inc
Address	21451 W 121 Olathe, KS 66061
Contact	Tom Stith
Department	
Building	
Floor/Room	
Telephone	(913) 972-2734
Fax	(816) 222-0720
Email	tstith@peregrinesolutions.com
Submitted	7/8/2019 03:20:52 PM (CT)
Total	\$43,440.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tom Stith

Email tstith@peregrinesolutions.com

Supplier Notes

I didn't see a place on the Line Items to price the insert? If we did a third sheet insert (8.5 x 3.67), black print, 2 sides, the price would be .005 per insert.

Thank you---Tom

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Government/Corporate Purchase Card	Will your company accept payment by a Visa/Purchase Card? Yes/No _____ 1) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____ 2) If yes, do you require payment upon receipt of order? Yes/No _____ 3) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____	No---due to most of projects cost being USPS postage---not Peregrine charges.
7	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.	Tom Stith. Tstith@peregrinesolutions.com . (913) 972-2734
8	Contact	Name of person submitting this bid:	Tom Stith
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

10	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	NO
11	References	<p>I have attached my References on Company letterhead to the Response Attachment section of this bid.</p>	Yes
12	Agreement to Addendum No. 1	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
13	Agreement to Addendum No. 2	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Electronic Addendum - Attached 2018 Count of Tax Statements to Bid Attachment section - No other documents attached.</p>	Yes
14	Agreement to Addendum No. 3	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
15	Agreement to Addendum No. 4	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes

Line Items

#	Qty	UOM	Description	Response
1	115	Per Thousand	Real Estate Statements - Printing (Labor and Materials - Perf Paper) ONLY BID PER THOUSAND	\$21
Item Notes:				
Supplier Notes:				
2	115	Per Thousand	Real Estate Statements - #10 Mailing Envelope & Printing ONLY BID PER THOUSAND	\$19
Item Notes:				
Supplier Notes: We are current vendor. Last year we only needed 95,000 of these for this mailing. We do use a larger than standard window envelope for this job. Has helped with folding on perfs, and with Lancaster County's scanning.				
3	115	Per Thousand	Real Estate Statements - Import Tax Data Onto Blank Form (Labor and Materials) ONLY BID PER THOUSAND	\$19
Item Notes:				
Supplier Notes:				
4	90,000	Each	Real Estate Statements - #10 Envelope - Estimated Postage Cost 90,000 is the estimated amount based on one statement in one envelope. The County realizes this amount will vary based on USPS rates. ONLY BID PER ENVELOPE	\$.383
Item Notes:				
Supplier Notes:				
5	115	Per Thousand	Real Estate Statements - NCOA (Labor and Materials) ONLY BID PER THOUSAND	\$
Item Notes:				
Supplier Notes: No charge for this service. Currently doing this at no charge as well.				
6	115	Per Thousand	Real Estate Statements - Sorting and Delivery of Mail to USPS (Labor and Materials) ONLY BID PER THOUSAND	\$19
Item Notes:				
Supplier Notes:				
7	1	Lump Sum	Real Estate Statements - ONE TIME COMPUTER SET-UP FEE IF NO COST FOR THIS SERVICE, ENTER A 0 IN THE UNIT PRICE BOX!	\$
Item Notes:				
Supplier Notes: no charge				

Response Total: \$43,440.00

July 3, 2019

Lancaster County
Attn: Robert Walla
440 S. 8th St.
Lincoln, NE 68508

Lancaster County,

Thank you for inviting us to bid on the Printing and Mailing of your Real Estate Tax Statements. We are a company that specializes in tax bill mailings and other variable data billing mailings. We currently print and mail tax bills for over 100 counties across the country, and believe we would be a good provider for the services you have described.

As the current vendor for this job, we are very familiar with all of the details and requirements. I am including a brief proposal, price sheet, references and samples. We have reviewed your RFP and have tried to address all points of your request. I am located in our Kansas City office, and would be glad to come to Lincoln and further discuss your billing job and answer any questions if that would be helpful.

Again, we appreciate the opportunity. The size and requirements of your billing job are what we excel in, so we are excited about the possibility of continuing to work with you.

I look forward to hearing from you.

Tom Stith
Sales Manager
Peregrine Services Inc
913-972-2734
tstith@peregrinesolutions.com

Company Experience:

Peregrine Services is a printing and mailing company that has been in business since 1993. Our Mailing Division has focused on tax, utility and other municipal financial mailings for all 25+ years that we have operated. In 2018 we worked with over 250 tax and utility customers across the United States on mailing their tax statements, utility bills and other variable data pieces.

We mail approximately 3 million pieces of mail a month and have an annual revenue of 8 million dollars a year. We have a staff of 30 employees and own our own building and print shop. For further review of our services and locations our website is peregrinesolutions.com.

Peregrine is different from most mailing companies. We do not want to be a huge mail house offering all mailing products. We have chosen to remain a specialized financial mailing company that is an expert in variable data tax and utility billing. We take pride in our personal service, technical ability and attention to detail.

A majority of our new customers come to us by referral from our satisfied customers. Most of our customers have been mailing with us for over 5 years. Each year our plan is to add only 6-8 new mailing accounts. This planned growth rate allows us to maintain our capacity at a position where we will not have difficulty meeting all of our clients' deadlines and expectations.

Lancaster's Tax Billing Application:

Lancaster's RFP calls for the turnkey printing and mailing of approximately 115,000 tax bills. The bills will be printed and mailed by December 10th each year. The tax bills will include standard tax variable billing data.

The tax bills will be printed in color on 8.5 x 14 paper stock. The bills will be perforated twice to create two payment stubs, and will include an informational bill backer. The color of the bill will change each year.

The statements will be mailed out in a large window #10 envelope which will be printed with the Lancaster County's return address. As the current vendor, we use a larger window than a standard window for this job. The larger window allows the 8.5 x 14, two perforated bills to be folded on the perforations of bill. This folding was a strict requirement by Lancaster Treasurer's office in past, so that stubs can run smoothly through their scanning equipment, with good scan results. The larger window envelope is a solution that has been successful over the last 5+ years.

No return envelope will be included.

Each envelope will include a third sheet (8.6 x 3.67) insert printed in black on both sides.

This is a standard format (statement, #10 outgoing envelope, insert) that makes up over 90% of our mailing jobs. We will be able to produce the entire mailing on-site. We do not subcontract any portion of the printing or mailing.

Bill Design and Graphics:

Since we are the current vendor for this job, there should be very little set-up work to do. All the graphics and programming are in place to run this job as has been done in the previous years. We would be glad to work with Lancaster County if there are any requested changes from previous years. Any fees for graphic design work, as well as any fees for the computer programming required to take the billing data file and print the variable data correctly is waived. There are no set-up or programming fees.

We have two full time graphic artists on staff that will help with the design of forms and envelopes. We will be able to use Lancaster County's art to incorporate any seal or logo on the statements and envelopes. We are also able to include other billing features such as messaging boxes, barcodes, OCR scanlines, etc.

We have the programming in place to recognize flagged accounts, and to print the required special messages in the color message boxes. We can adjust this process if changes needed for this year, or future year's billings.

We are able to use different print styles across the bill, such as bold print, varied fonts, reverse print, shading, etc. to design an attractive bill and to help emphasize particular sections of the bill.

During form design we will provide both electronic (PDF) and physical (Fed-Ex) proofs. This will allow Lancaster County to approve stock when it comes to design, paper weight, inks, perforations, OCR scanline, barcodes, messaging box, etc.

Once the stock is approved we generally preprint the blank form, envelope stock and insert about 2 months before a large mailing. Printing the stock in advance allows us to keep costs down by printing in larger quantities and also insures that we have appropriate stock on hand to produce each mailing.

We have a large facility and plenty of room for storage. I have pulled a sample packet of statements and envelopes that we are currently mailing for customers and will include in our packet for your review.

Data File:

As mentioned above, we have all of the programming in place to produce this mailing as we have in past years. If there are any changes in the mailing that Lancaster County

requests, we will waive the fee for the programming required to make the requested changes.

All of our applications are programmed by our Vice President of Technology James Stith. James has been with Peregrine for 18+ years, and he writes the custom program for each of our tax bill mailings. James has many years of experience with the Lancaster County's Tax Bill Mailing.

Once we begin working on Lancaster County's billing job, we will ask you to send an electronic test billing file. We will use the test file to complete your mailing's programming and will then send completed electronic data proof PDF's for your review. The data proofs are to check that our conversion program for your mailing is pulling and mapping the data from your file correctly. We begin by providing 100 random statement data proofs for each customer to review, and also provide data proofs for any specifically requested accounts to proof any different billing scenarios.

Our statements can include barcodes and OCR scanlines for remittance processing. We have worked successfully with a large variety of remittance equipment and many different lockbox processors. Once Lancaster County's data proofs are approved, we will Fed-Ex hard copy bill samples for Lancaster County and any lockbox partner to test the barcodes and scanlines with their remittance equipment.

From the time we begin working with a tax account, it normally takes approximately 2-3 weeks of programming, proofing and testing until we are ready to receive the first live file and produce the first live mailing.

We have a secure FTP site which our customers use to transfer their data files to us. Our customers usually upload their data file in an ASCII, XML, flat fixed length, Text, CSV, Comma Delimited or PDF format.

Once you upload your file, you will receive an email from our production department letting you know that we are working on your mailing. This email will include a job log that lists how many bills were received and the total dollar amount invoicing so that you can insure that the correct file was completely received.

Throughout our production process, we audit back to the confirmed file count at each step in production to confirm the file is being produced correctly. All of our Pitney Bowes high speed inserters use an automated camera to insure all bills, inserts and envelopes are accounted for and inserted correctly. Our mailings are visually spot-checked and approved by our production staff at three different points during production to confirm accuracy and quality.

Production:

With all of our jobs being time-sensitive financial mailings, we understand the importance of meeting our mailing deadlines. All of Lancaster's bills will be mailed by Peregrine on the agreed upon mailing date. We will have no problem meeting the December 10 (or sooner) mailing date.

We have 14 industrial high speed HP Laser Printers as well as 3 Pitney Bowes intelligent inserters to make sure we meet this time frame. We are planning on adding only 6-8 tax jobs this year, and can easily handle that increase in volume. We take pride as a company in mailing all of our jobs on-time for our customers every day.

On the mailing side, we do everything possible to insure that you get the lowest possible USPS presort postage rate. We are a full USPS IMBC Provider. We encode delivery addresses using licensed CASS/PAVE Certified Software and generate a USPS Form 3553 for the items to be mailed. This encoding process assures the accuracy of zip codes and the resulting Intelligent Mail Barcode provides the fastest processing, delivery and lowest possible postage rate from the U.S. Postal Service.

USPS's most recent postage increase took effect on January 27, 2019. The lowest presort postal rate after that increase is 38.3 cents for 5 digit USPS qualification matches. Since some statements of any mailing job do not qualify for USPS's lowest rate, there is a small percentage of the statements that get only the 3 digit postage rate or above. With the current USPS rates we are averaging .385 for postage on all of our tax bill mailings. We do not mark up postage. It is a pass through cost for us. We will do everything possible to minimize Lancaster's postage expense.

To help decrease Lancaster's postage cost we can household/group mailings by common name and address. To the greatest extent possible multiple statements going to the same name and address can be matched and inserted into one envelope. There is no additional charge for this service.

We insert, sort, tag and deposit our mailings in the Business Mail Entry Unit Depot (BMEU) of the Monroe Post Office. Bills will then be overnighted by USPS to postal break points in Nebraska to insure no delay in customer's receiving. USPS's estimated delivery time frame from our location to zip code 68508 is 2-3 days.

We would plan on running USPS's National Change of Address (NCOA) on this mailing and providing Lancaster with NCOA reports as we have in past years.

Additional Information:

As in the past, we would continue to set our inserters' folder specifications so that the bills are folded on the perforation. This is a bit of a non-standard format for an 8.5 x 14 form, but has allowed for good scan rates with Lancaster's scanning equipment.

We typically invoice our mailings on a per job basis. We will line item each mailing and issue a separate invoice for the job's postage. We offer standard Net 30 payment terms.

We do agree to hold all component and service costs steady for four years. The only possible price changes would be due to official changes in pricing from USPS, which would be passed on.

We have a second facility located 12 miles from our main office which has duplicate equipment for production if there were disaster circumstances that kept us from operating at our primary facility.

Peregrine's IT Department has an extensive data back-up procedure with secondary servers on site, as well as at 2 off-site data center locations located in Pineville, LA and Olathe, KS.

Over 90% of our mailings are financial in nature. We meet several data security classifications (Gramm-Leach, HIPAA, etc.). We have never had an instance of a customer's data being compromised. All of our customers files are uploaded through a password protected secure FTP site. All of our employees agree to hold all customer information confidential as a condition of employment. We contract with a shredding company to dispose of our paper waste.

Staffing:

Lancaster's primary contact person would continue to be Sales Manager Tom Stith. Tom has worked with Lancaster on their tax bill job for 8 years, and is knowledgeable on all of Lancaster's job specifications and requirements. Tom has been with us for 10+ years, and manages all of our tax bill and utility bill mailings. Tom's phone number is (913) 972-2734 and he is available extended business hours to help anyway possible.

Other members on the Lancaster team:

James Stith/Vice President ---James has headed up our data shop for 18+ years and manages our accounts as described previously to assure that all projects mail smoothly. James has managed all programming for Lancaster County Tax Bills for the past 8 years.

Bruce Bishop/President and Production Manager---Bruce has managed all phases of our print and mail shop for the last 20+ years. Prior to joining us Bruce has 10 years' experience as a Pitney Bowes Service Manager working with their high speed inserting equipment. He holds various technical degrees, and is able to provide all maintenance on our machines in house.

Brooke Smith/Printing Production Supervisor---Brooke is our main production/lasering contact and has been with us for 15 years. She has worked every line position we have and is familiar with all the different applications that we print.

Montrell Decoris/Inserting Supervisor---Montrell has been with us for 15 years, and has worked all of our inserting department positions. He is proficient in all postal regulations and helps insure our customers receive the lowest possible postage rates.

We are fortunate to have a group of employees that have been with us a long time and care about the job they do for our customers.

Again, thank you for the opportunity to offer our bid. I am located in our Kansas City office, and would be glad to come and meet with the Lancaster's Tax Office Staff if that would be helpful.

We look forward to hearing from you.

Tom Stith
Peregrine Services Inc.
(913) 972-2734
tstith@peregrineservicesinc.com

PEREGRINE SERVICES

Peregrine Services Tax Bill References

1. Sinda White
Controller
Sarpy County, NE
(402) 593-2145
swhite@sarpy.com
2. Lisa Jaska
Assistant Chief Deputy
McLennan County, TX
(254) 757-5160
Lisa.jaska@co.mclennan.tx.us
3. Teddy Faust
Revenue Commissioner
Baldwin County, AL
(251) 937-0245
tfaust@baldwincountyal.gov



Lancaster County Treasurer
555 South 10th Street Room 102
Lincoln, NE 68508

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
LANCASTER TREASURER

OFFICIAL TAX STATEMENT ENCLOSED



F3706 • PEREGRINE • 4 1/8 X 9 1/2 • PRINTS PMS 187 AND BLACK
WINDOW: 1 3/4 X 4 1/2, 7/8 FROM LEFT, 1/2 FROM BOTTOM

**SPECIFICATIONS
PRINTING & MAILING OF
REAL ESTATE TAX STATEMENTS
LANCASTER COUNTY TREASURER**

1. SCOPE OF SERVICES

- 1.1 Lancaster County (County) invites Vendors to submit sealed bids for Computer Integrated Printing and Mailing of Real Estate Tax Statements for the Lancaster County Treasurer.
- 1.2 The yearly number of Real Estate Tax Statements sent out in December is approximately 115,000.
- 1.3 The term of the contract for these services will be four (4) years with the option to renew for one (1) additional four (4) year term.
 - 1.3.1 Contract term will begin upon execution by all parties with the first Real Estate Statement mailing going out on or before December 10, 2019.
 - 1.3.2 The prices submitted in this proposal shall be firm for at a minimum of the first year of the contract.
 - 1.3.3 Any increase in pricing following the first year must be made in writing and submitted to the Purchasing Department 30 days prior to proposed increase date with specific details related to an economic indicator.
 - 1.3.3.1 The County reserves the right to reject price increases and rebid.
- 1.4 Vendors shall submit an electronic response via the City/County Ebid system.
 - 1.4.1 All written information will be attached to the Response Attachment section of the ebid response.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov).
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 The City/County Purchasing Office shall only reply to written inquiries received within 5 days of bid opening.
 - 1.5.3 Vendors must not have any communication with any elected official or other department staff of Lancaster County through the award of the bid other than the Purchasing department.
 - 1.5.3.1 Failure to comply with this mandate may result in the rejection of bids.

2. PRINTING INFORMATION

- 2.1 In the event of equipment failure or power failure, Vendor must have backup capability with no impact on time schedule.
- 2.2 Data provided by the County shall be manipulated by the Vendor and developed in to a high quality laser image.
- 2.3 Vendor must be able to provide multiple printing and processing platforms, providing the flexibility to handle both small and large jobs.
- 2.4 The initial printing format of the samples provided in the Bid Attachment section is provided as a basis for bidding, the County reserves the right to change the format at anytime if necessary.

3. COMPUTERIZED INFORMATION FOR REAL ESTATE TAX STATEMENTS

- 3.1 The County intends to furnish the Vendor with raw data including mailing addresses and tax information electronically which will be interfaced with Vendors system to produce the mailing.
- 3.2 It will be the responsibility of the Vendor to manipulate the raw data and insert the required bar coding.
- 3.3 The County wishes to flag certain pieces of the Real Estate Tax mailing to receive a special message (to be printed in the colored ink screened box labeled "Special Messages" - see sample form).
 - 3.3.1 We estimate no more than six (6) separate special messages will be used.
 - 3.3.2 The County will provide the Contractor with each special message's "flag" criteria.
 - 3.3.3 It will be the Contractor's responsibility to insert the appropriate special message based on the criteria provided by the County.

4. REFERENCES

- 4.1 Bidder shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Vendor is currently furnishing or has furnished printing and mailing of official statements or other documents in a volume similar to those listed in this specification.

5. MAILING REQUIREMENTS

- 5.1 The prices offered by the Vendor shall be for the cost of all labor, materials, postage and equipment necessary to provide a complete mailing from start to finish.
- 5.1 Vendor will pre-sort all outgoing mail to take full advantage of postal discounts.
- 5.2 Vendor shall apply bar code information on each piece of mail using the most current USPS codes to determine the required pre-sorting for carrier routes.
- 5.3 Vendor shall be capable of merging multiple household/address records together by address and last name (we estimate 18% of the mailing will have multiple statements).
 - 5.3.1 Vendor shall sort and qualify multiple merged records for maximum postal discounts.
 - 5.3.2 Multiple statements shall be printed out together and mailed in one envelope.
- 5.4 Vendor shall provide all postal reports with counts required by the U.S. Postal Service and tray tags necessary for postal containers.
- 5.5 The County will reimburse the Vendor for actual mailing costs incurred.
 - 5.5.1 All discounts, rebates, processing and/or volume incentives received by the Vendor shall be passed on to the County.
- 5.6 Successful Vendor shall provide the County with a written estimate of postal charges prior to each mailing request for each type of statements.

6. MAILING LIST RECONCILIATION

- 6.1 Once annually, preferably in August, and electronic file supplied by the County

must be processed against the USPS National Change of Address File (NCOA) file to obtain and correct address changes.

- 6.1.1 All records with changes should be separated into two groups:
 - 6.1.1.1 All records with new addresses that remained in the county.
 - 6.1.1.2 All address changes which have moved out of the county.
- 6.1.2 An electronic copy of all address changes, by group, will be forwarded to the County.

7. DEADLINES

- 7.1 Vendor MUST meet the County's Real Estate Tax statement required delivery dates.
- 7.2 Any deviation by the Vendor from the dates indicated below or agreed upon in the contract may result in the implementation of termination provisions listed in the contract.
- 7.3 Real Estate Statement Schedule is as follows:

Bid Opening	June 28, 2019
Contract Execution	July 9, 2019
Form Proof	Sept. 15, 2019
Form Final Approval	Oct. 1, 2019
Raw Data Supplied by Co.	Nov. 5, 2019
Sample Imprinted Mailer	Nov. 10, 2019
Final Mailing Completed	on or before Dec. 10, 2019
- 7.3.1 Dates for data supplied by the County and proofing of documents for each month will be determined following contract execution.

8. PAYMENT TERMS AND QUALITY ASSURANCE

- 8.1 The County's usual and customary payment terms are net 30 days unless Vendor will accept a PCard payment with no fees, which will allow immediate payment upon completion of services.
- 8.2 Invoices submitted for payment shall be sent to the County Treasurer upon completion and mailing of the printed material and any report verification required by the County.
- 8.3 All work performed must be done in a satisfactory manner and completed during the billing period.
- 8.4 Invoices and statements shall be prepared in an itemized format which shall provide the County with information required for verification.
- 8.5 **In the event the Vendor fails to meet the deadline for printing and mailing of the statements, the County will deduct \$100.00 per day from the Vendors statement.**
 - 8.5.1 This deduction will only be made if the County did not provide the required data on the schedule listed in this document.
- 8.6 In the event the Vendor mails out documents that have inadequate printing or bar codes, the Vendor may be required to reprint and resend all documents within 5 days of the County's discovery of such inadequacy.
 - 8.6.1 The County shall make the determination of inadequate printing or bar coding.
 - 8.6.2 The cost for reprinting and mailing of inadequate documents will be that of the Vendor.

9. REAL ESTATE STATEMENT SPECIFICATIONS

- 9.1 Vendor must provide statements with the following characteristics:
 - 9.1.1 Form Size
 - 9.1.1.1 8-1/2" x 14" (standard legal size)
 - 9.1.2 Stock:
 - 9.1.2.1 Standard 20# white bond paper
 - 9.1.3 Printed
 - 9.1.3.1 Two (2) sided
 - 9.1.4 Ink
 - 9.1.4.1 Front: All black printed type with a "Special Message" area, which is to be a color chosen by the County Treasurer which will change each year. (actual message to be printed with black)
 - 9.1.4.2 Back: Black screen (suitable for form instructions)
 - 9.1.5 Quantity
 - 9.1.5.1.1 115,000 pieces (to be printed and mailed)
 - 9.1.6 Bar Codes
 - 9.1.6.1 Three (3) identical bar codes of parcel ID
 - 9.1.7 Perforation
 - 9.1.7.1 Two (2) tear-away perforation lines (bottom half of form)
 - 9.1.8 Processing
 - 9.1.8.1 Reformat raw data provided by the County, to conform to USPS standards for maximum postal discounts
 - 9.1.9 Envelopes
 - 9.1.9.1 Mailing: #10 white envelope with window to align above form address with return address in black ink on left hand corner.
 - 9.1.10 Fold and Insert
 - All forms will be tri-folded and inserted into #10 envelope and sealed.
 - 9.1.11 Insert Info.
 - 8.5"x3 5/8", printed on 2 sides using black ink, white paper

10. PROPOSAL EVALUATION

- 10.1 Award of this contract shall be made to the "lowest, most responsive, responsible Bidder"; determined by the County after evaluation of the offers, using the following criteria:
 - 10.1.1 The Vendor's ability to satisfactorily handle the type and volume of work being offered by the County.
 - 10.1.2 Equipment available (including computer integration), variety of capacity, range of capability, and quality of past jobs performed.
 - 10.1.3 Vendor's internal management and ability to provide confidentiality, back up for emergency jobs; and accurate reporting, record keeping and billing as reported in references.



Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2017-2018

	Total Property Taxes Levied In 2017	State Aid Fiscal Year 2017-2018 ¹
Lancaster County		
Lancaster County.....	\$67,804,743.88	\$9,460,812.61
City-Village		
Bennet.....	309,284.28	90,597.38
Davey.....	23,735.46	23,526.93
Denton.....	26,955.91	25,457.36
Flrth.....	68,909.88	68,353.66
Hallam.....	111,306.19	29,899.82
Hickman.....	980,960.02	2,017,707.49
Lincoln.....	64,925,506.05	8,163,703.86
Malcolm.....	73,225.08	45,654.61
Panama.....	9,593.41	32,122.13
Raymond.....	2,019.99	25,757.38
Roca.....	58,265.09	28,719.90
Sprague.....	7,219.72	18,942.72
Waverly.....	1,069,802.82	390,455.98
Totals.....	65,533,486.71	25,034,421.32
School Districts		
Crete 2 ² (Saline Co.)....		0.00
		0.00
Daniel Freeman 34 ² (Gage Co.).....		0.00
		0.00
Lincoln 1.....	261,345,825.99	162,477,470.57
Malcolm 148 ²	3,430,674.63	2,893,678.12
Milford 5 ² (Seward Co.)		0.00
		0.00
Norris 160 ²	17,205,128.14	5,700,187.02
Palmyra 501 ² (Otoe Co.)		0.00
		0.00
Raymond Central 161 ²	8,326,178.99	620,555.58
Waverly 145 ²	21,862,301.35	1,869,977.93
Wilber-Clatonia 82 ² (Saline Co.).....	0.00	0.00
Totals.....	312,170,109.10	173,561,869.22

¹The amount of state funds shown above would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature. (Neb. Rev. Stat. § 77-1704.01)

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision, and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

Lancaster County Treasurer's Office



Total State Tax Dollars Allocated to All Local
Governments by Category for
Fiscal Year 2017-2018

State Aid to Schools (TEEOSA).....	\$998,726,442.74
Property Tax Credit Act.....	224,000,000.00
Special Education Payments	199,352,922.12
Highway User Revenue Distribution to Cities.....	158,503,587.89
Highway User Revenue Distribution to Counties.....	158,244,374.34
Community College Foundation and Equalization Aid.....	98,317,683.00
Homestead Exemptions	81,539,044.36
State Temporary School Fund.....	49,821,677.25
Municipal Equalization Fund (MEF)...	23,888,833.78
Personal Property Exemption Reimbursement.....	13,789,044.92
Convention Center and Arena Turnback to Cities.....	11,739,119.04
Water Sustainability.....	9,342,955.06
County Public Health Aid.....	8,018,718.69
Insurance Premium Distribution to Counties.....	4,483,549.10
Nebraska Resources Development	6,153,379.25
Total Tax Dollars Distributed.....	\$2,045,921,331.44



Lancaster County Treasurer
 555 S. 10th St., RM. 102
 Lincoln, NE 68508
 402-441-7425

066913



81966

2018 PERSONAL PROPERTY TAX STATEMENT

Parcel: P055634
 Owner Name:
 Tax District: 0001
 Situs Address:
 451 N 66 ST 2A
 Legal Description:
 BUSINESS - 451 N 66 ST #2A

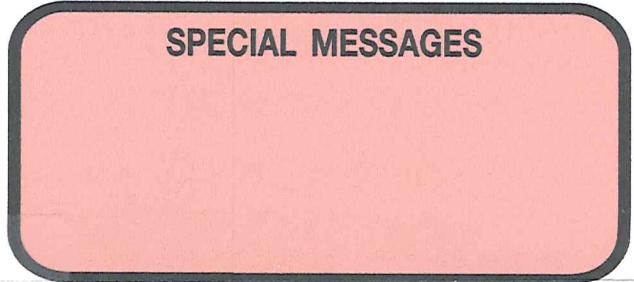
Total Taxes Due:	9,874.94	12/31/2018
1st Half Delinquent:	4,937.47	04/01/2019
2nd Half Delinquent:	4,937.47	08/01/2019

IMPORTANT: Examine the notice before payment. The treasurer is not responsible for payments on the wrong property. Keep this portion for your records. *Denotes Bond or Pension

Description:	Tax Rate	Prior Tax Amount	Current Tax Amount
AG SOCIETY	0.001391	4.98	6.86
AG SOCIETY JPA	0.002753	9.86	13.56
CITY OF LINCOLN	0.281820	988.02	1387.32
EDUC SERV UNIT 18	0.015000	52.98	73.84
JAIL JPA COUNTY	0.007498	27.78	36.92
JAIL JPA LINCOLN	0.010967	49.70	54.00
LANCASTER COUNTY	0.266576	941.42	1312.28
LINCOLN PUBLIC SCHOOL	1.040000	3708.22	5119.76
LOWER PLATTE NRD	0.031212	113.26	153.66
PUBLIC BLDG COMM	0.017000	60.02	83.68
RAILROAD SAFE DIST	0.022217	78.46	109.38
SE COMM COLLEGE	0.090700	320.34	446.52
*CITY POLICE&FIRE PENSION	0.034660	129.62	170.64
*LPS 1999 BOND	0.027359	100.80	134.68
*LPS 2006 BOND	0.080456	264.96	396.08
*LPS 2014 BOND	0.053369	205.16	262.74
*LPS CAPITAL PURPOSE	0.022959	96.36	113.02

	Value	Tax Amount
Assessed Value:	502,285	10,075.52
Homestead Credit:	0	0.00
State Tax Credit:	10,000	200.58
Agricultural Land Credit:		
Taxable Value:	492,285	9,874.94
Penalty:		0.00
Net Taxes Due:		9,874.94

Base:	0	0.00
TIF Excess:	0	0.00



Total Tax Rate: 2.005937 7151.94 9874.94

2018 PERSONAL PROPERTY TAX STATEMENT

Parcel: P055634



2

Remit this portion with payment

MAKE PAYMENT TO:
 Lancaster County Treasurer
 555 S. 10th St., RM. 102
 Lincoln, NE 68508

Change Mailing Address:
 Address: _____
 City, State Zip: _____
 Phone: _____

If Yes is indicated, please read special message box
NO

To avoid interest pay BEFORE:

August 1st, 2019- 2nd Half:	4,937.47
-----------------------------	----------

PAY ONLINE:
LANCASTER.NE.GOV/TREASURER

2018 PERSONAL PROPERTY TAX STATEMENT

Parcel: P055634



1

Remit this portion with payment

MAKE PAYMENT TO:
 Lancaster County Treasurer
 555 S. 10th St., RM. 102
 Lincoln, NE 68508

Change Mailing Address:
 Address: _____
 City, State Zip: _____
 Phone: _____

If Yes is indicated, please read special message box
NO

To avoid interest pay BEFORE:

April 1, 2019 - Total Taxes:	9,874.94
------------------------------	----------

OR	
April 1, 2019 - 1st Half:	4,937.47

PAY ONLINE:
LANCASTER.NE.GOV/TREASURER

Please see back of statement for more information



Lancaster County Treasurer
 555 S. 10th St., RM. 102
 Lincoln, NE 68508
 402-441-7425

*Mc Hwy
 numbered*

Page 3 of 3

070378



91485

2018	REAL ESTATE TAX STATEMENT	
Parcel: 17-30-413-007-000		
Owner Name:		
Tax District: 0001		
Situs Address: 3605 D ST		
Legal Description: BOULEVARD HEIGHTS, LOT 7		
Total Taxes Due:	2,057.62	12/31/2018
1st Half Delinquent:	1,028.81	04/01/2019
2nd Half Delinquent:	1,028.81	08/01/2019

IMPORTANT: Examine the notice before payment. The treasurer is not responsible for payments on the wrong property. Keep this portion for your records. *Denotes Bond or Pension

Description:	Tax Rate	Prior Tax Amount	Current Tax Amount
AG SOCIETY	0.001391	1.46	1.44
AG SOCIETY JPA	0.002753	2.88	2.84
CITY OF LINCOLN	0.281820	286.90	289.04
EDUC SERV UNIT 18	0.015000	15.38	15.38
JAIL JPA COUNTY	0.007498	8.08	7.70
JAIL JPA LINCOLN	0.010967	14.42	11.26
LANCASTER COUNTY	0.266576	273.34	273.38
LINCOLN PUBLIC SCHOOL	1.040000	1076.72	1066.80
LOWER PLATTE NRD	0.031212	32.88	32.02
PUBLIC BLDG COMM	0.017000	17.40	17.40
RAILROAD SAFE DIST	0.022217	22.78	22.80
SE COMM COLLEGE	0.090700	93.00	93.06
*CITY POLICE&FIRE PENSION	0.034660	37.64	35.56
*LPS 1999 BOND	0.027359	29.28	28.08
*LPS 2006 BOND	0.080456	76.92	82.54
*LPS 2014 BOND	0.053369	59.58	54.76
*LPS CAPITAL PURPOSE	0.022959	27.98	23.56

	Value	Tax Amount
Assessed Value:	107,200	2,150.36
Homestead Credit:	0	0.00
State Tax Credit:	0	92.74
Agricultural Land Credit:		0.00
Taxable Value:	107,200	2,057.62
Penalty:		0.00
Net Taxes Due:		2,057.62
Base:	0	0.00
TIF Excess:	0	0.00

SPECIAL MESSAGES
 Back taxes and interest due for 2017

Total Tax Rate: 2.005937 2076.64 2057.62

Remit this portion with payment

2018 REAL ESTATE TAX STATEMENT **2**
 Parcel: 17-30-413-007-000

MAKE PAYMENT TO:
 Lancaster County Treasurer
 555 S. 10th St., RM. 102
 Lincoln, NE 68508

Change Mailing Address:
 Address: _____
 City, State Zip: _____
 Phone: _____

If Yes is indicated, please read special message box
YES

To avoid interest pay BEFORE:
 August 1st, 2019- 2nd Half: 1,028.81
 PAY ONLINE:
 LANCASTER.NE.GOV/TREASURER

Remit this portion with payment

2018 REAL ESTATE TAX STATEMENT **1**
 Parcel: 17-30-413-007-000

MAKE PAYMENT TO:
 Lancaster County Treasurer
 555 S. 10th St., RM. 102
 Lincoln, NE 68508

Change Mailing Address:
 Address: _____
 City, State Zip: _____
 Phone: _____

If Yes is indicated, please read special message box
YES

To avoid interest pay BEFORE:
 April 1, 2019 - Total Taxes: 2,057.62
 OR
 April 1, 2019 - 1st Half: 1,028.81
 PAY ONLINE:
 LANCASTER.NE.GOV/TREASURER

Please see back of statement for more information

ADDENDUM #1
Issue Date: 06/21/2019
Bid No. 19-182
PRINT AND MAIL – REAL ESTATE TAX STATEMENTS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

- 1) Can you please provide how many household mail pieces you have had historically?
This is the count for the past 5 years

2014	114,787
2015	112,087
2016	118,316
2017	120,701
2018	113,199

- 2) What is the maximum number of household pieces you have had in one #10 envelope?
It is our understanding that with the insert, four sheets would fit on one envelope but that determination is up to the vender.

- 3) When household pieces are more pages/sheets than fit in one #10 envelope, would they be split into more than one #10 envelope or would a 9x12 envelopes be utilized? If so, what would the count be historically?
9X12 envelopes and some boxes were used. Please see attached sheet for counts.

- 4) Are there any larger page/sheet count household pieces that would require box packaging?
There are a limited number. Please see attached sheet counts.

- 5) Can you provide the previous Bid Tabulation and or awarded contract pricing of the current contract holder?
Current contract located here: <https://col.ionwave.net/PublicContractDetail.aspx?ctid=199&wid=1&t=ACTI>

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

2018 Data for Real Estate/Personal Tax Statements (less 0 balance)

	Count	# Owners	#Statements	% of Total
	1	84,252	84,252	
	2	4,381	8,762	
	3	1,278	3,834	
	4	653	2,612	
Subtotal	4	90,564	99,460	88%
	5	318	1,590	
	6	231	1,386	
	7	156	1,092	
	8	102	816	
	9	67	603	
	10	58	580	
	11	41	451	
	12	29	348	
	13	38	494	
	14	20	280	
	15	26	390	
	16	21	336	
	17	11	187	
	18	8	144	
	19	13	247	
	20	13	260	
	21	7	147	
	22	5	110	
	23	9	207	
	24	8	192	
	25	5	125	
	26	1	26	
	27	7	189	
	28	3	84	
	29	3	87	
	31	1	31	
	32	1	32	
	33	3	99	
	34	4	136	
	36	1	36	
	37	2	74	
	38	3	114	
	39	1	39	
	40	1	40	
	41	2	82	
	42	3	126	
	43	1	43	
	45	1	45	
	46	1	46	

47	1	47	
48	2	96	
49	1	49	
50	2	100	
58	1	58	
62	1	62	
63	1	63	
65	1	65	
68	2	136	
78	3	234	
83	1	83	
86	2	172	
89	1	89	
90	2	180	
93	1	93	
95	1	95	
97	1	97	
99	1	99	
118	1	118	
124	1	124	
179	1	179	
186	1	186	
Subtotal	61	1,254	13,739
	65	91,818	113,199
			12%

ADDENDUM #3
Issue Date: 07/02/2019
Bid No. 19-182
PRINT AND MAIL – REAL ESTATE TAX STATEMENTS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

9.1.6 Bar Codes

9.1.6.1 Three (3) identical bar codes of parcel ID

BARCODE: Will the barcodes be part of the statement file or come as a separate file ? Are they referring to a type of mailing barcode or are the barcodes used internally for identification purposes.
Please confirm.

Answer: Separate file. There are two bar codes on the form, one is the postal bar code and the other is the scanner code for us to enter the returned form.

9.1.7 Perforation 9.1.7.1 Two (2) tear-away perforation lines (bottom half of form)

PERF: Can you confirm Position or Placement for the perforation?

Answer: The two perforated forms are located on the bottom half of the form and are roughly 3.5 inches tall.

9.1.8 Processing 9.1.8.1 Reformat raw data provided by the County, to conform to USPS standards for maximum postal discounts

DATA: Please define "reformat". Is this an address file that needs CAAS and NCOA? Or does it simply mean that we are creating a cover sheet?

Answer: No cover sheet. Reformat means that you as the vender would take the raw data we provide to you and you would arrange it to ensure the most economical postage available.

9.1.9 Envelopes

9.1.9.1 Mailing: #10 white envelope with window to align above form address with return address in black ink on left hand corner.

ENVELOPE: Does the customer want a pre-printed window envelope ? What does the window actually expose ? We'd like to price this using our stock 6x9 envelope.
Our best and most cost effective solution for our customers involves the utilization of a continuous roll/form along with a stock delivery envelope with 1 window that allows both the delivery address and return address to show through. We achieve this by getting the form to either conform to the window opening or creating an address cover sheet.

Answer: To clarify your use of "customer." Are you referring to the County as the customer or to the recipients of this statement? There is no internal envelope, only the envelope we use to mail out the statement. The window is showing the mailing address to the recipient of this statement. It seems like a 6X9 envelope would be large and costly. We are looking for maximum efficiencies.

9.1.10 Fold and Insert All forms will be tri-folded and inserted into #10 envelope and sealed.

FOLD: Please verify fold specs – Please confirm if a true tri-fold on an 8.5x14 legal stock....

Question on fitting into a #10

Could it be a Double Parallel Fold instead ? Please confirm on the Double Parallel,

Answer: The County believes the correct terminology is double parallel fold. It's a ½ and ½ fold.

9.1.11 Insert Info. 8.5"x3 5/8", printed on 2 sides using black ink, white paper

INSERT – Please verify that we print the insert or if it will be provided by the customer?

Answer: If you are referring to the County as customer, the insert needs to be printed by you .

If we print – can we print the insert on an 8.5 x 14 sheet and run continuously with the statement?
If no – then I'll price it as a cut sheet job – print & cut – price out as a component insert.

Answer: The insert needs to be separate from the statement.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

ADDENDUM #4
Issue Date: 07/08/2019
Bid No. 19-182
PRINT AND MAIL – REAL ESTATE TAX STATEMENTS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

1. Is there a current vendor or does the County currently print and mail statements in-house?
Answer: See info at this site:
<https://col.ionwave.net/PublicContractDetail.aspx?ctid=199&wid=1&t=ACTI>
2. If there is an incumbent vendor, please provide current pricing or pricing that won the previous contract.
Answer: See info at this site:
<https://col.ionwave.net/PublicContractDetail.aspx?ctid=199&wid=1&t=ACTI>
3. How much did the County pay for postage in its most recent mailing? How many mail pieces did that include?
Answer: This information is not available.
4. Is there a local vendor preference?
Answer: No
5. Which cost category concerns the City the most: Postage or Printing?
Answer: There is no concern for either. Both are part of this bid.
6. Is there any interest in providing your customers with electronic statements?
Answer: No

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This contract shall consist of a Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
 - b. **CONTRACT**, unless otherwise noted.
 - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.